



Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss.

**COMMISSION ADJUDICATORY
DOCKET NO. 608**

**IN THE MATTER
OF
JANE M. SWIFT**

DISPOSITION AGREEMENT

The State Ethics Commission and Lieutenant Governor Jane M. Swift enter into this Disposition Agreement pursuant to Section 5 of the Commission's Enforcement Procedures. This agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On April 14, 2000, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Swift. The Commission has concluded its inquiry and, on August 23, 2000, found reasonable cause to believe that Swift twice violated G.L. c. 268A, §23(b)(3).

The Commission and Swift now agree to the following findings of fact and conclusions of law:

1. Swift was elected lieutenant governor of the Commonwealth of Massachusetts in November 1998 and took office in January 1999. As such, Swift was, at all times relevant, a state employee as that term is defined in G.L. c. 268A, §1(q).
2. Swift and her husband have a daughter who was born in October 1998.
3. Sarah Dohoney became Swift's special assistant in January 1999. As special assistant to Swift, Dohoney was responsible for administrative duties in the lieutenant governor's office and working on special projects. Swift was Dohoney's day-to-day supervisor and ultimately responsible for evaluating Dohoney's job performance as special assistant.
4. Dohoney first became acquainted with Swift through a friendship between their families. Dohoney was a volunteer on Swift's previous campaigns and served as deputy finance director on Swift's 1998 campaign for lieutenant governor. Swift and Dohoney each testified that they have had a close relationship.
5. Susan Saliba began working on Swift's lieutenant governor campaign as Swift's scheduler in spring 1998. Between November 1998, and February 1999, Saliba served on Swift's transition team (a state position); her job was to maintain Swift's schedule and to aid Swift in establishing her lieutenant governor's office. In that position Saliba was subject to Swift's direction. According to both Swift and Saliba, they are close friends.

6. In February 1999, Saliba left Swift's office to work at Massport in the International Trade Office. In August 1999, Saliba obtained a job at the Massachusetts Trade Office ("the MTO") as an international trade representative.

7. Based on her review of Saliba's work, Swift recommended Saliba to the governor's chief secretary for both positions. According to Swift these recommendations had some weight in Saliba obtaining those positions.

8. In 1999, Dohoney and Saliba each babysat Swift's daughter at Swift's apartment in Boston's North End and, after September 1999, at Swift's apartment in Northbridge, about ten miles southeast of Worcester.

9. Dohoney babysat Swift's daughter at least 10 times for a total of approximately 45 hours. According to Dohoney's testimony, her providing this babysitting was entirely voluntary. She was motivated by her affection for Swift and the baby. Dohoney declined to be paid and never was paid for this babysitting. According to Dohoney's testimony, the first time she babysat in the North End, Swift's husband offered to pay her, but Dohoney declined the offer. Swift testified that she gave Dohoney two or three inexpensive gifts to show her appreciation for the babysitting.

10. Saliba babysat Swift's daughter at least 10 times for a total of approximately 40 hours.

11. According to Saliba's testimony, her providing this babysitting was entirely voluntary. She was motivated by her close friendship with Swift and affection for the baby. Swift's husband offered to pay her the first few times she babysat, but she made it clear that she did not want to be paid and never was paid for such babysitting.

12. When Dohoney and Saliba babysat, babysitting rates ranged from \$5 to \$10 or more per hour.

13. Section 23(b)(3) in relevant part prohibits a state official from, knowingly or with reason to know, acting in a manner which would cause a reasonable person, knowing all of the relevant facts, to conclude that anyone can improperly influence or unduly enjoy that person's favor in the performance of his official duties. This section further provides that it shall be unreasonable to so conclude if the official has disclosed in a public manner the facts which would otherwise lead to such a conclusion.

14. By receiving significant babysitting services from Dohoney while serving as Dohoney's supervisor, Swift knowingly acted in a manner that would lead a reasonable person with knowledge of the relevant facts to conclude that Dohoney could unduly enjoy Swift's favor in the performance of Swift's duties.

15. Accordingly, Swift violated §23(b)(3) of the conflict of interest law by receiving babysitting services from Dohoney as described above.

16. By receiving significant babysitting services from Saliba while serving as Saliba's supervisor and while providing job recommendations for Saliba to obtain positions within state agencies, Swift knowingly acted in a manner that would lead a reasonable person with knowledge of the relevant facts to conclude that Saliba could unduly enjoy Swift's favor in the performance of her official duties.

17. Accordingly, Swift violated §23(b)(3) of the conflict of interest law by receiving babysitting services from Saliba as described above.^{1/2/}

In view of the foregoing violations of G.L. c. 268A by Swift, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Swift:

- (1) that Swift pay \$500 as a civil penalty for the §23(b)(3) violation regarding Dohoney's babysitting;
- (2) that Swift pay \$750 as a civil penalty for the §23(b)(3) violation regarding Saliba's babysitting; and
- (3) that Swift waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: September 20, 2000

^{1/}The foregoing appearance problems were exacerbated by the fact that the babysitting was provided free. And, friendship is not a defense to an appearance problem. As the Commission has repeatedly said in the past, the existence of such a friendship only adds to the concern that the subordinate will not be treated objectively in the workplace environment. In short, such friendships increase rather than diminish the appearance concern. *In re Keverian*, 1990 SEC 460, 463.

^{2/}Swift did not make the written disclosures contemplated by §23(b)(3) that would have avoided these appearance problems.